

## REMARKS

The Examiner rejects claims 1-7, 11, 13-16 under §112 based on the written description requirement. The Examiner contends that the flexible nature of the sleeve 20 is not described in the specification. The rejection is respectfully traversed. The relevant passages for this function were written in engineering shorthand to exactly convey the concept the Examiner is looking for but has not found. In the annular space 28 behind the sleeve 20 is a loosely packed incompressible granular material 30. The stated purpose of the loosely packed granular material is "to allow flexing in response to increasing hydrostatic pressures as the depth of the casing 22 increases, when it is lowered into initial position." The question the Examiner is asking is flexing of what? Well, the granular loosely packed material can't flex because of its loose nature. It can shift in response to sleeve flexing, however. This is exactly the point. If the sleeve were totally rigid under increasing hydrostatic pressure, the loosely packed granular material would have no purpose as it would never experience the increasing load from further depth. On the other hand, because the sleeve itself flexes with increasing hydrostatic load it then lends a purpose to the loose granular material in the annular space 28 closed by sleeve 20. The sleeve flexes and the granules shift and reorient to accommodate the decreased annulus 28 volume from flexing of sleeve 20. It is respectfully submitted that the way the specification is written will tell the person of ordinary skill in the art that the sleeve flexes for the reasons given above and stated in the specification. Any other interpretation would render the granular material redundant. The Examiner is requested to withdraw the written description rejection which results in claims 14-16 and 19 being allowable further in view of the reordering of the steps done to claims 13 and 14 at the request of the Examiner although it is noted that the elements of the claim can be in any order unless stated otherwise or logically dictated by the nature of the method.

Claim 6 is rewritten in independent form and in view of the above discussion is allowable.

One final point along these lines should be mentioned. In the anticipation rejection using Mackay, the Examiner has no problem assuming that 131 is the compliant cover of the claims despite the fact that 131 is only described as a tubular with sand behind it. If that little disclosure of Mackay spoke that level of detail to the Examiner, then clearly the

discussion in the present specification is a more than adequate written description of a compliant cover or sleeve.

The rejection of the remaining independent claims as anticipated by Mackay USP 6,655,459 is respectfully traversed. The way the Examiner reads the rejected independent claims has brought out a need to bring clarity to these claims by defining a bottom surface to the recess which, depending on the claim, is on the body or on the shoe. This is the surface of the recess 38 shown exposed in Figure 7. The bottom surface on the body or the shoe is where the next string can be secured.

Mackay has two concentric covers. Tubular 131 defines an annulus 122 that has sand in it. Sleeve 150 defines an annulus 155 that is in part defined by the bottom surface of recess 160. After cementing, the tubular 131 is milled off but the bottom surface of the recess 160 is not exposed because the cover 150 is designed to remain after the bit passes to take out residual cement. The next string 200 is expanded right into the sleeve 150 and the bottom surface of the recess 160 is not exposed. In effect a sandwich is formed (column 6 line 22). Alternatively, Mackay discloses removal of sleeve 150 chemically but that occurs only after milling the tubular 131 away.

Looking at claim 1, the recess has a bottom surface integral to the body and the cover extends over the recess and into the passage before the cover is removed. The Examiner relies on tubular 131 as the cover and not sleeve 150. Sleeve 150 is specifically described as being compliant but nothing is stated about the compliant nature of 131. To be sure if 131 is the cover, it meets the requirement of extending into passage 123 as it defines that passage. The problem with the reference when cited as anticipatory of claim 1 is that the removal of the cover 131 does not expose the integral to the body bottom surface in the groove under any of Mackay's embodiments. The sleeve 150 can't be the bottom surface as it is not an integral part of the body; rather, it is a separate structure whose intended use is as a seal between the next tubular string and the actual integral bottom surface of the body 110. At best the milling out of tubular 131 allows the sand 122 to escape and the sleeve 150 is then exposed. The bit that takes out the tubular 131 is sized to be just smaller than the inside diameter of the sleeve 150. The integral bottom surface of the recess 160 is never exposed. Sleeve 150 becomes the "meat" of Mackay's

"sandwich" after the next tubular string is expanded against sleeve 150. For subsequent strings, the assembly of Figure 2 is not used (column 5 lines 54-61).

The remaining rejected independent claims 5, 11, and 13 have been reworded in a similar way as claim 1 and the above arguments apply to them as well. Claim 14 is indicated allowable after the §112 issues have been cleared up as discussed above.

It is hoped that the clarifying amendments to the rejected independent claims 1,5,11 and 13 make it clear that if the cover used by the Examiner from the reference is item 131 that Mackay does not teach that removal of said cover exposes an integral bottom surface in the recess 160 as required these independent claims.

Allowance of all the claims is respectfully requested.

Respectfully submitted,

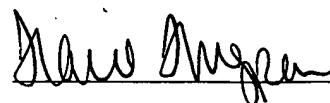


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